

Sentinel Real Estate  
Corporation

DOCKET FILE COPY ORIGINAL  
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July 9, 1996



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FCC MAIL ROOM

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M. Street, N.W., Room 222  
Washington, D.C. 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, VCS DOCKET  
NO. 96-83; AND PREEMPTION OF LOCAL ZONING REGULATION OF  
SATELLITE EARTH STATIONS, IB DOCKET NO. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Sentinel Real Estate Corporation operates multi-unit, residential apartment buildings. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Drury W. Ghegan  
Regional Vice President

Enclosures

No. of Copies rec'd  
List A B C D E

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# SENTINEL PROPERTY MANAGEMENT CORP.

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ is between \_\_\_\_\_

having as its managing agent, Sentinel Property Management Corp., a New York Corp., d/b/a \_\_\_\_\_  
(hereinafter called "Management") and \_\_\_\_\_

\_\_\_\_\_ (hereinafter collectively called "Resident")  
Management leases to Resident, and Resident rents from Management, Apartment No. \_\_\_\_\_ ("Apartment") located at \_\_\_\_\_  
\_\_\_\_\_ ("Premises") under the following conditions:

1. **TERM:** The initial term of this lease shall be \_\_\_\_\_ beginning at 12 noon,  
\_\_\_\_\_, 19\_\_\_\_, and ending at 12 noon \_\_\_\_\_, 19\_\_\_\_.

2. **POSSESSION:** If there is a delay in delivery of possession of the Apartment by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this Agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.

3. **RENT:** Rent is payable monthly, in advance at a rate of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars per month.

4. **LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence of this Agreement. If Management does not receive the rent by the 5th day of the month, then Resident shall pay, as a late charge and additional rent, the sum of \$ \_\_\_\_\_ for any month in which the rent is not paid by the 5th day of that month. Resident agrees to tender all late rents to Management in the form of cashier's check, certified check, or money order. In the event Resident's rent check is dishonored by the bank, Resident agrees to pay Management \$ \_\_\_\_\_ as a handling charge and, if appropriate the late charge. Returned checks must be redeemed by cashier's check, certified check or money order. If more than one check is returned Resident shall pay all future rents and charges by cashier's check, certified check, or money order.

5. **SECURITY DEPOSIT:** Resident agrees to deposit \$ \_\_\_\_\_ with Management, before taking possession of the Apartment, as security for Resident's fulfillment of the conditions of this Agreement. Deposit will be returned to Resident within thirty (30) days after apartment is vacated if:

- (a) Lease term has expired or Agreement has been terminated by both parties; and
- (b) All monies due Management by Resident have been paid; and
- (c) Apartment is not damaged and is left in its original condition, normal wear and tear expected.

Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident agrees not to apply the deposit to any rent payment, and also agrees to pay \$ \_\_\_\_\_ for re-keying locks if all keys are not returned. Resident's security deposit will be bonded. Resident acknowledges that he has been given a list of any existing damages to Apartment, given the right to inspect same, and has approved said list except as previously specified in writing to Management.

6. **EXPIRATION AND RENEWAL DATE:** Either party may terminate this Agreement effective at the expiration of the initial term by giving the other party written notice of termination sixty (60) days prior to the end of the term. If no notice is given, then the Agreement automatically will be extended on a month-to-month basis until terminated by either party upon at least thirty (30) days written notice effective on the last day of a calendar month, with the rent term changed to equal \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars more than the then published monthly rental rate of a one (1) year lease of the Apartment or its equivalent. In the event this Agreement is automatically extended on a month-to-month basis, then all terms and provisions of this Agreement shall remain in force and effect and binding upon the parties, except as to the amount of the monthly rental, which shall be increased in accordance with the terms of this Paragraph and which shall be binding upon the parties.

7. **EARLY TERMINATION:** Before the expiration of the original term, Resident may terminate this Agreement, effective only as of the last day of a calendar month, but not sooner than the end of the fourth month of the initial term, by:

- (a) Giving Management at least sixty (60) days written notice; plus
- (b) Paying all monies due through effective date of termination; plus
- (c) Paying an amount equal to one month's rent or one half of the balance due under the rental Agreement, whichever is the lesser amount, as liquidated damages; plus
- (d) Paying a prorated portion of the amount of \$ \_\_\_\_\_, as expenses for repainting and cleaning, based on the ratio of the number of months remaining in the initial term to the number of months originally in the initial term.

Notice of termination by Resident shall not be effective unless and until all sums required by subparts (c) and (d) of this Paragraph 7 are paid to Management. The foregoing shall not relieve Resident of his responsibilities and obligations regarding any damage to Apartment or Premises.

8. **SUB-LET:** Resident may not sub-let Apartment or assign this lease without written consent of Management.

9. **DISCLOSURE:** Sentinel Property Management Corp., whose address is 1290 Avenue of the Americas, New York, N.Y. 10104, is authorized agent to manage the Premises, and said address, to accept service of process of any notice or lawsuits pertaining to matters arising out of this Agreement.

10. **UTILITIES:** Manager agrees, at Manager's expense, to furnish the following utility service to the premises:

( ) electricity ( ) gas ( ) water & sewer ( ) garbage collection

Each utility service not provided at the expense of Manager (i.e. not checked above) shall be provided to the premises at Resident's expense on a separate metering and/or billing basis either directly from the utility provider or on a submetering, square footage or other billing basis by Manager. Resident agrees to pay all utility charges (including utility deposits) assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises which are separately metered and/or billed to Resident during the term of this Lease, as such term may be extended, or the period of occupancy of the premises by the Resident, whichever is longer. Furthermore, if the Resident fails to pay all utility charges assessed by utility companies in connection with the use of utility company for these utility services, then Manager may pay these utility assessments to such utility company and subtract a like amount from Resident's Security Deposit. In the event Resident becomes delinquent in the payment of rent (or in the event Resident becomes delinquent in the payment of utility charges which are billed to Resident by Manager), Manager may, unless prohibited by applicable law, on not less than twenty-four (24) hours prior notice, cause any utility services to the premises which are included within the rent (or which are covered by the unpaid utility billings) to be terminated, without liability of any kind or nature to Resident.

Manager shall in no event be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or proximately caused thereby, the only obligation of Manager being reasonable diligence in its efforts to restore such services. Upon commencement of the term of this Lease, Manager shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the premises; thereafter light bulbs and tubes shall be replaced by Resident, at Resident's sole expense.

Manager may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease, including

comply with all state, county, and municipal laws and ordinances. Resident shall not use the Premises or permit to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other residents quiet enjoyment of their apartments.

**15. PROPERTY LOSS:** Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's negligence. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to Apartment and contents.

**16. PETS:** No animals, birds, or pets of any kind shall be permitted in Apartment without written consent of Management.

**17. INDEMNIFICATION:** Resident releases Management from liability for and agrees to indemnify Management against all losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about apartment or Premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against Apartment as a result of Resident's action.

**18. FAILURE OF MANAGEMENT TO ACT:** Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Management's right to act on any violation.

**19. REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Resident, Resident shall pay to Management all expenses incurred in connection therewith. If either party breaches this rental Agreement, that party shall pay to the other party the attorney's fees incurred thereby in pursuing legal remedies for the breach, but such amount is not to exceed \$400.00. The provisions of the Paragraph 19 shall survive the expiration or termination of this Lease.

**20. NOTICES:** Any notice required by this Agreement shall be in writing and shall be deemed to be given if delivered personally, or mailed by registered, certified, or first class mail. Additionally any notice required by this Agreement or by law to be given by Management to Resident shall be deemed to be given if delivered to the Apartment.

**21. REPAIRS:** Resident accepts Apartment in "as is" condition as suited for the use intended. Resident understands and agrees that the Apartment, equipment, and fixtures will be under the control of Resident, and agrees to keep said apartment, together with the fixtures therein, in a clean, sightly, and sanitary condition. Management will make necessary repairs to Apartment with reasonable promptness after receipt of written notice from Resident. If any damage, beyond normal wear and tear, is caused by Resident or his guest, Resident agrees to pay Management the cost of repair with the next rent payment. Resident may not remodel or structurally change Apartment, nor remove any fixture therefrom.

**22. ABANDONMENT:** If Resident moves or attempts to remove property from the Premises, other than in the usual course of continuing occupancy, without having first paid Management all monies due, Apartment may be considered abandoned, and Management shall have the right, without notice, to store or dispose of any property left on the Premises by Resident. Management shall also have the right to store or dispose of any Resident's property remaining on the Premises after the termination of this Agreement. Any such property shall be considered Management's property and title thereto shall vest in Management. Management shall also have the right to re-rent Apartment after Resident abandons same.

**23. MORTGAGE'S RIGHTS:** Resident's rights under this lease shall at all times be automatically junior and subject to any Deed to Secure Debt which is now, or shall hereafter be placed on Premises of which Apartment is a part; if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

**24. DEFAULT BY RESIDENT:** Any breach or violation of any provision of this Agreement by Resident, including any of the rules and regulations contained herein or any untrue or misleading information in Resident's rental application shall give Management the right to terminate this Agreement by giving Resident five (5) days written notice of such termination. In the event of termination under the terms of this provision, the Resident effective days of termination, and should the Resident fail to do so, Resident shall be tenant at sufferance, and Management shall be entitled to initiate appropriate summary dispossession proceedings to obtain possession of the Premises. Nothing contained herein shall in any way deduce, diminish, or affect the Management's right to initiate a dispossession proceeding for nonpayment of rent under the provisions of Georgia law, nor shall termination under the terms of this provision in any way reduce or diminish the liability of the Resident for all rents and any damages due under the terms of the Agreement. This provision is intended as a cumulative remedy, being additional to any and all other rights and remedies that the Management has in equity and under Georgia law.

**25. ATTORNEY'S FEES:** In the event of a breach or violation of any of the terms or provisions of this Agreement by either party, the parties hereby agree that the prevailing party in any action brought for such breach shall be entitled to recover reasonable attorney fees, which the parties hereby define and fix at an amount equal to fifteen (15%) per cent of the amount otherwise awarded or recovered by the prevailing party in such action. It is intended by the parties hereto that this provision comply with the requirements of the Official Code of Georgia Annotated Section 44-722(c), in force and effect in 1986, or as subsequently amended.

**26. RULES AND REGULATIONS:**

(a) **Signs:** Resident shall not display any signs, exterior lights, or markings on Apartment. No awnings or other projections shall be attached to the outside of the building which Apartment is a part.

(b) **Locks:** Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors of Apartments, without written permission of Management.

(c) **Entrances, Hallways, Walks, and Lawns:** Entrances, hallways, walks, lawns and other public areas shall not be obstructed or used for any purpose other than ingress and egress.

(d) **Antennas:** Radios or television aerials shall not be placed or erected on the roof or exterior of buildings.

(e) **Parking:** Resident agrees to abide by the parking regulations established by Management. If Management has designated spaces for Resident to park or areas for boats, trailers, campers, or other vehicles, Resident agrees to park only in those spaces so designated. Non-operative vehicles are not permitted on Premises. Any such improperly parked or non-operative vehicle may be removed by Management at the expense of Resident owning same. For storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefor.

(f) **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.

(g) **Walls:** No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets, may be placed on walls, woodwork, or any part of Apartment.

(h) **Balcony or Patio:** Balcony or patio shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, or other items shall be stored, hung, or draped on railings or other portions of balcony or patio.

(i) **Recreation and Service Areas:** Resident agrees to abide by rules and regulations established for use of recreational and service facilities provided by Management and agrees to indemnify Management for all damages and expenses of repair to Premises, including recreational and service facilities, damaged by Resident or by guests of Resident.

(j) **Guests:** Resident shall be responsible and liable for the conduct of his guests. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident.

(k) **Drapes and Shades:** All drapes and shades installed by Resident must be lined in white to present a uniform exterior appearance.

(l) **Water Beds:** Resident shall not have or keep any water beds in the Apartment without prior written permission of Management.